

**UNITED STATES DISTRICT COURT
FOR SOUTHERN MARYLAND**

**NORMAN WILLIAMS and
DIANE HOWE, as Legal Representatives
Of J.H., JAMEL BLAKELY and
KEVIN ATTAWAY**

Plaintiffs,

8:14-cv-03124-TDC

v.

ROMARM S.A.,

Defendant.

PLAINTIFFS' AMENDED COMPLAINT

Plaintiffs, Norman Williams and Diane Howe, as legal representatives of J.H., Jamel Blakely and Kevin Attaway (Williams), do hereby amend their complaint pursuant to this Court's order to reopen the case on February 21, 2016.

PRELIMINARY STATEMENT

1. Plaintiff, Williams' son, J.H., was shot and killed on March 22, 2010 by the discharge of Defendant, Romarm, S.A.'s (Romarm's) semi-automatic assault weapon, identified as a WASR -10. Co-plaintiffs' Kevin Attaway and Jamel Blakely, were shot and severely injured by discharge of the incident Romarm weapon in a related incident on March 30, 2010. Both incidents occurred in the District of Columbia (District) and resulted from the sale of the weapon by a gun dealer occurring in the State of Maryland. The incident weapon was sold to the identified gun dealer by Romarm's exclusive distributor in the United States, Century Arms International, Inc.

2. This court found co-plaintiffs, Attaway and Blakely, in privity with lead plaintiffs, Williams and Howe. Mem.Opin., at 8.;

3. Romarm's assault weapon here, as with all of its weapons, were originally sold by Romarm to its exclusive United States distributor, Century Arms International, Inc. by Contract No. C1.414 in

March 2008 according to a Romarm's affidavit provided in the former case filed in the District of Columbia. At some point later the weapon was re-sold by Century to a Federal Firearms Licensed (FFL) gun dealer, now identified to be Maryland Small Arms Range, Inc where it was re-sold to a redacted purchaser, based on a Maryland State report, in early 2007. Ex. A The discrepancy as to the timeline of the incident weapon does not detract from a Metropolitan Police Department Property Report that it is the same weapon that was the cause of death and injuries to the Plaintiffs in the District in March 2010; Ex. B

4. The use and discharge of Romarm's assault weapon in the District violated its strict liability Code against death or injuries resulting from the discharge of assault weapons, a law passed to insulate its gun free zone from the attractive nature of assault weapons purchased in District's neighboring states, including Maryland;

5. The District of Columbia's Assault Weapons Manufacturing Strict Liability Act (SLA), D.C. Code Sec. 7-2501.01., et seq., requires strict liability "without regard to fault or proof of defect for all direct and consequential damages that arise from bodily injury or death ... if it proximately results from the discharge of the assault weapon ...";

6. Romarm affirms that it "supplied military weapons for government institutions in the United States and weapons for civilian use for legal entities-traders based in the U.S." Ex. C. The Center for Public Integrity, in February 2011, reported on the volume of Romarm weapons imported to the United States:

Rifle imports from Romania to the United States have more than doubled since the domestic assault ban expired in 2004 - from 37,239 in 2004, to 82,312 in 2009, according to data from the Commerce Department and International Trade Commission; Ex. D

JURISDICTION

7. Subject Matter Jurisdiction is established through the Foreign Sovereign Immunity Act (FSIA), 28 U.S.C. Sec. 1330(a), as Romarm is determined to be an agency or instrumentality of the Romanian sovereign;

8. On that basis, Defendant, Romarm was served process at its Romanian headquarters, through the auspices of the Hague Convention and 28 U.S.C. Sec. 1608. The case was initially filed in the Superior Court of the District of Columbia. But due to lack of jurisdiction, as sales activity of Romarm weapons are banned in the District, the case was re-filed in the local Circuit Court of Maryland, under the state's Saving Rule (Rule 2-101(b)), and served on the present defense attorneys at the Law Office of Pisciotte and Malsch, on September 4, 2014, who then removed the case here.

9. Romarm, as an agency or instrumentality of the Romanian sovereign, and for purposes here, are actively involved in the design, marketing and sale of its weapons to the United States market, so as to qualify for a "commercial activity" exception to the FSIA, thereby waiving any immunity. 28 U.S.C. Sec. 1605(a)(2);

10. Moreover, Romarm has made a deliberate decision to export its arms into the United States, through an exclusive distributor, Century Arms International, Inc. (Century), and includes in its agreement with Century, a compact furthering a Business Promotion and Protection Agreement (the "BPPA"). Under such, Romarm and Century agree to develop their products together for sale throughout the United States which results in sales to Maryland gun dealers. Such a partnership may only be accomplished through sales to the state's Federal Firearms Licensed (FFL) dealers; Ex. E (counts 11-15 of Century/Romarm lawsuit. Case 1:12-cv-00114-jgm [United States District Court of Vermont; BPPA is **sealed**);

11. In producing the WASR-10 Rifle, the AK-47 style weapon, used to kill and injure the Plaintiffs, Romarm manufactures and designs its weapons so that they can be modified by Century to comply with the firearm laws of the United States, and in turn its state-wide FFL dealers, including

those in Maryland, which according to the FFL website, now totals 691 FFL gun dealers; Exh. F

12. It is through the combined effort of Century and Romarm, that the export of Romarm's firearm has a "direct effect" on the United States marketplace, without limitation to any State, including Maryland, through a regular course of commercial conduct, having substantial contact with the United States, by its sheer volume of sales to FFL dealers, who warehouse and sell its weapons; FSIA, 28 U.S.C. Sec. 1605(a)(2);

13. Under the BPPA, Century is contractually obligated to comply with a "loyal[ty] agreement [and] "work together to promote the sale of Romanian firearms and accessories in the United States[]", which, by extension, means Romarm maintains control over its weapons design, advertising, marketing and after-sale, once sold through Century to the U.S. market.(count 13; Ex. F);

14. Romarm's weapons sales and arms accessories, exported to the U.S. market, is alleged to be substantial. According to Century's 2012 lawsuit against Romarm in Vermont's federal district court, Century purchases, "on average, a minimum of \$1.35 million per quarter" [count 11; Ex.F], or \$5.4 million purchased annually. If extrapolated evenly to all 50 states, including Maryland, sales volume averages over \$1million annually, which occurred at the time the events in this lawsuit arose, until an assault weapons ban in Maryland went into effect on October 1, 2013;

15. As a result of Romarm's volume of imports by Century, and their "loyalty" agreement to ensure that Romarm products are promoted and marketed properly to their FFL dealers, such an agreement exemplifies the direct intent of Romarm to serve the entire U.S. market, including Maryland. By such purpose and determination, Romarm has "purposely availed" itself of the laws of this forum;

15. When selling through its exclusive distributor, Century, Romarm "purposely avails" itself not only of the laws of the State, in selling to many of its 691 authorized FFL dealers, but at the same time relies on Maryland law enforcement, including its state and county police, to secure their dealer

warehouses from criminal activity, and whenever theft occurs, assisting in the trace of such weapons for prosecution. Romarm depends on these same authorities to protect Maryland residents from the illicit hazards of its dangerous products while shoring up its customer base;

17. Romarm's reliance on the local police for protection against theft and in tracing stolen weapons from Maryland gun dealers and their customers, depends on the financial support of resident taxes redounding to the benefit of Romarm's product security and image protection;

18. Romarm's weapon presence in the State of Maryland can be gleaned from one of its many authorized dealer websites, congruent with Century, featuring the same Romarm AK-47 Rifle WASR-10 weapon responsible for claims in this case. One such FFL dealer, Atlantic Firearms LLC, advertises that: [the WASR-10] "This Item is in Stock" [and may be purchased for] "\$625". The assault weapon, typified in this case, is available online, with interactive purchase from websites and delivery is made to any LLC dealer of the purchaser's choice by Atlantic, which warehouses and delivers the Romarm's assault weapon anywhere to a Maryland, or out-of-state FFL dealer. Ex. G

19. Specific jurisdiction is clearly implicated where the claim arises out of, or relates to, the Defendant's contacts with the forum and by its overseas adaptation to the requirements of the FFL and the benefit Romarm derives from dependence on the laws and protection of the forum. Moreover, by its awareness that sales are made to Maryland FFL's, through exclusive distributor, Century, Romarm could reasonably anticipate that the very nature of its weapon attractiveness to the criminal element, that many would wind up in the nearby District of Columbia;

20. Such substantial contact with the forum satisfies a *prima facie* showing, by and through its exclusive sales agreement between Romarm and Century, by which Romarm imports its dangerous products to the U.S. and Maryland markets, albeit indirectly, which constitutes "purposeful availment", sufficient to support the minimum contacts necessary with the forum, at this pre-discovery stage;

VENUE

21. Venue is implicated in the District Court of Maryland, through 28 U.S.C. Sec. 1391(f), and 1391 (b)(3), in case there were no district in which the action may be brought, as long as the Defendant is subject to the District Court's personal jurisdiction. FSIA's statutory "pass through" long arm statute is a manifestation of Maryland's original long-arm statute, later adopted by the District of Columbia at home-rule, and became the legislative basis upon which the FSIA is structured;

21. Determinative, as well, is the fact that the State of Maryland is the longstanding domicile (25 years) of lead Plaintiff, Norman Williams, who with his ex-wife, co-plaintiff, Diane Howe, have suffered the unbearable loss of their only child, J.H., at the young age of 20, and here act as his legal representative, seeking damages through the SLA, by virtue of Maryland Code Sec. 3-903(a) and its *lex locus delicti* choice of law standard applying the substantive SLA of the District;

22. The incident weapon, used and discharged based on the District's SLA, and having been sold from the identified FFL gun dealer, above, in Maryland, legally supports that discharge of the incident weapon serves as predicate of both "act" and death and injury, without a break in the chain of causation;

23. Not only is this forum the point of contact of the incident weapon from its gun dealer but the nearby District where witnesses are located, medical evidence from local hospitals, location of operative facts and availability of process for production at trial;

24. The relative financial hardship on the litigants and their respective abilities to prosecute this action are legitimate factors to consider. One of the parties to this litigation (co-plaintiff Diane Howe) has become unemployable due to the tragic death of her son, J.H. Injured co-plaintiffs, Blakely and Attaway, were so seriously injured by Romarm's weapon, that one plaintiff is paralyzed to the degree he would be unable to travel to a distant forum for trial, even in the United States.

25. The Plaintiffs' means are far more limited than are the financial means of the defendant,

Romarm, which has reaped the economic benefit of some fifteen (15) years of sales to the United States and Maryland. Moreover, the Plaintiffs would be forced to retain new attorneys, including at least local counsel, if they were to be transferred out of this forum. Thus, trial efficiency and the interests of justice are almost exclusively in this forum now that it has been determined in the former case that the District of Columbia lacks jurisdiction.

ADDITIONAL TORTIOUS CLAIMS


25. Besides Plaintiffs' claims made under the District's SLA (Strict Liability Act), lead Plaintiffs, Williams and Howe, on behalf of their son, J.H., and as his legal representative, also file under the District of Columbia's Survival Act, D.C. Code Sec. 12-101, for the pain and suffering of their son leading to his death, including the common law tort of emotional distress;

26. Common law emotional distress, personal injuries and economic loss suffered by Plaintiffs' Attaway and Blakeley are sought beyond that provided by the District's SLA.

DAMAGES

Plaintiffs, Williams and Howe seek \$20 million plus interest and attorney fees for the death of their son, J.H. Plaintiffs; Attaway and Blakely seek \$20 million each, plus interest and attorney fees for their respective permanent injuries caused by Romarm's assault weapon.

Respectfully submitted,


Daniel Wemhoff, Esq. #09215
4600 S. Four Mile Run #831
Arlington, VA 22204
(703) 589-2199
e-mail: danwem@yahoo.com

CERTIFICATE OF SERVICE

I hereby certify that I have served a copy of the above Amended Complaint on opposing counsels, the Law firm of Pisciotte and Malsch, and its local attorney Jay Porter, by ECF filing, this date, the 15th of March, 2016.


Daniel Wemhoff

EXHIBIT A

Case 8:14-cv-03124-TDC Document 56 Filed 03/15/16 Page 9 of 24

FS0401M (A) MARYLAND AUTOMATED FIREARMS SERVICES SYSTEM DATE: 09/11/2015
RECORD # 0001 OF 0001 FIREARM APPLICATION/PURCHASE/TRACE TIME: 10:40 QRY
FLAG* ORI: MDMSP6011 DATE: 09/11/2015 REQUESTER: M52305 # FLG: 034
DRIVER ID: [REDACTED] SOC SEC: [REDACTED] SRCH:
NAME [REDACTED]
ST# [REDACTED] DIR [REDACTED] NAME [REDACTED] SFX [REDACTED] APT [REDACTED] BLT CTY [REDACTED]
TOWN/CITY: [REDACTED] CNTY: [REDACTED] CTY/MUN CODE: [REDACTED] STATE: [REDACTED] ZIP: [REDACTED]
DOB: [REDACTED] AGE: [REDACTED] PLACE OF BIRTH: [REDACTED] HGT: [REDACTED] WGT: [REDACTED]
RACE: [REDACTED] SEX: [REDACTED] EYES: [REDACTED] HAIR: [REDACTED] OCCUPATION: [REDACTED] DV: [REDACTED]
PHONE: HOME [REDACTED] WORK [REDACTED] COLLECTOR: [REDACTED] PERM: [REDACTED] DLER: [REDACTED]
COMMENTS:

***** APPLICATION INFORMATION *****

INITIAL INV: 03-29-2007 APP: MULT-PURCHASE: 0 TRNG/EXMPT CODE: 1
DEALER ID#: 054416 DEALER NAME: MARYLAND SMALL ARMS RANGE, INC
APP FWRD 03 28 2007 APP RCVD INIT 03 28 2007 INITIAL ORI
DISP DT 04 02 2007 DISP CD: ND MACHN GUN RENEW:
APP DT 03 25 2007 APP RCVD FNL 04 20 2007 GUN XFRD 04 06 2007

COMMENTS: NTN 10WY-BLY DT 03 29 2007

***** GUN INFORMATION *****

MAKE: ZZZ CALIBER: 0762 TYPE: X FINISH: P BARREL LENGTH: 16 COUNTRY: RU
MODEL: WASR10 SERIAL: CA437670 437- 000001000132498

COMMENTS: MAKE ROMARM SHELL CASING RCVD?

UNIQUE NAMES: 1 UNIQUE APPS: 1 UNIQUE GUNS: 1
F1:LST F2:MDE F3:FS00 F4:A/P F5:FS15 F6:GNS F12:RST CLR:EXT

PROPERTY RECORD

Metropolitan Police Department - Property in the Custody of the Property Division - Washington, D.C.

1. Property Control No.	2. Receiving Elem.	3. Property Book & Page No.	4. CCN	5. No. of Items	6. No. of Associates	7. DEL Lab Number
8. CSES Number 10-04006	FSSD	1676/20	041-270	2	1	
9. Name of Member Recovering Property M. Dega	Badge No.	4240	10. Name of Member Preparing Return M. Dega	Badge No.	4240	

Part I - Description of Property

Use the following codes to classify property in Item E below

- A = Abandoned
B = Turned Over to Police for Destruction
C = Suspected Proceeds of Crime
D = Estate of Deceased
E = Evidence
- F = Found
G = Safekeeping - Recovered Stolen Auto
H = Held for Civil Forfeiture
I = Impounded
J = Removed from Impound Vehicle
- K = Set Out for Eviction
L = Prisoner's Property
M = Alleged Mentally Ill

1. Date Recovered

03/30/2010

2. Where was property found?

2102 Savanah Terr, #

THIS SECTION TO BE COMPLETED BY PROPERTY DIVISION

Item No.	B. Description of Item	C. Color	D. Serial No.	E. Classification	F. Quantity	G. Storage Facility	H. Storage Location	I. Initial Person	J. Forfeiture Value
1	Rifle		see part III	E	1				
1	rifle magazine			E	1				
1	rifle dust cover			E	1				
1	piece of wood			E	1				
2	7.62 X 39 ammunition cartridge			E	8				

Part II - Motor Vehicles Impounded or in Custody

Tag Number	Registration State/Year	Body Style	No. of Tires	Make	Year of Manufacture	Vehicle Identification Number
Anti-freeze in vehicle? <input type="checkbox"/> Yes <input type="checkbox"/> No	Radiator tagged and drained? (Date) <input type="checkbox"/> Yes <input type="checkbox"/> No	Auto Theft Notified? (Name, date & time)	Teletype notified (Name, date & time)			

Part III - Description of Firearms

Item No	Brand Name	Type	Model No.	Serial Number	Caliber	Barrel	No. of Shots	Alteration Indicated	Firearms Identification Number
1	CN ROMARM	semi-auto		CA-4376-70	7.62 mm			<input type="checkbox"/> Yes <input type="checkbox"/> No	
								<input type="checkbox"/> Yes <input type="checkbox"/> No	
								<input type="checkbox"/> Yes <input type="checkbox"/> No	

Name of Person Making Notification(s)

Date

Was NCIC Check Made for identifiable property?

☐ Yes (attach copy of NCIC Inquiry) NCIC#☐ NoOwner Notified?
☐ Yes ☐ No

Part IV - Court Disposition

Docket Number

Disposition

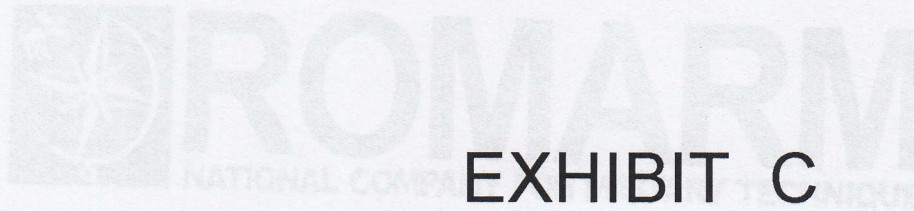
Is Case on Appeal? ☐ Yes ☐ No

ATTN: PROSECUTOR - Property may not be released while case is on appeal unless photographs of property is authorized to the right.

- ☐ There is no objection on the part of this Office to disposition of the property by the Property Clerk in accordance with the District of Columbia Code.
- ☐ The property may be released only after it is photographed with the claimant.
- ☐ Other special conditions of release of property:

Signature of AUSA

Signature of CCO



Romarm, Timisoara Blvd., no. 55,
District 5, Bucharest,
Postal Code 061301, Romania
Phone: 004 021 3171971;
004 021 3171983
Fax: 004 021 3171984
E-mail: office@romarm.ro

EXHIBIT C

NO. 5063 145 10 2011

TO

Superior Court of the District of Columbia
Civil Division
Indiana Avenue 500, N.W., Suite 5000,
Washington, D.C. 20001, phone no. (202) 879-1133
Case No.: 2349-11 NORMAN WILLIAMS vs. ROMARM

DANIEL WEMHOFF, Esq. #420233
4600 S. Four Mile run Dr #831
Arlington, VA 22204
(703) 589-2199

We National Company ROMARM S.A. with headquarters in Bucharest, Timisoara Blvd., no. 55, district 6, postal code 061301, registered at O.R.C. of Bucharest Court with no. 140/10841/27.11.2000, with Unique Registration Code R-11554423, bank account no. RO18RNCB0090 0005 8660 0001, opened at BCR - Lipscani Branch, represented by General Manager Marius Vasile Crisan, respond within the legal complaint filed by NORMAN WILLIAMS, DIANE HOWE, ecc., registered in Superior Court of District of Columbia, Civil Division with No. 2011 CA 2349.

National Company "ROMARM" is a romanian legal entity, state owned and operates in accordance with the romanian law.

The company aims among other things, the manufacture and marketing of weapons and ammunition, ammunition and military equipment necessary for the national defense system components and other external or internal customers, in terms of competitiveness and profitability.

PLAINTIFF'S
EXHIBIT
1



Romarm, Timisoara Blvd., no.5B,
district 6, Bucharest,
Postal Code 061301, Romania
Phone.: 004 021 3171971;
004 021 3171983
Fax: 004 021 3171984
E-mail: office@romarm.ro

NO. 5063 125. 10. 2011

TO

- Superior Court of the District of Columbia
Civil Division
Indiana Avenue 500, N.W., Suite 5000,
Washington, D.C. 20001, phone no. (202)879-1133
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- DANIEL WEMHOFF, Esq. #420233
4600 S. Four Mile run Dr.#831
Arlington, VA 22204
(703) 589-2199

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National Company "ROMARM" is a romanian legal entity, state owned and operates in accordance with the romanian law.

The company aims among other things, the manufacture and marketing of weapons and ammunition, ammunition and military equipment necessary for the national defense system components and other external or internal customers, in terms of competitiveness and profitability.

To achieve the object of activity, our company concludes commercial contracts with external partners, in compliance with the romanian legislation and international law.

From the establishment of the company until now, ROMARM supplied military weapons for government institutions in the United States and weapons for civil use for legal entities - traders based in the U.S. All commercial contracts concluded by N.C. ROMARM. S.A. with external partners regarding the supply of military weapons or for civilian use in the U.S. market have been completed in compliance with the legislation and strict enforcement of national (domestic) and international - BATF rules.

At no time N.C. ROMARM S.A. had signed to provide military weapons for civilian use or with individuals.

We believe that any fault can not be accepted in our task regarding this incident, object of complaint mentioned above, given that we always respected internal and international laws and regulations regarding arms trade.

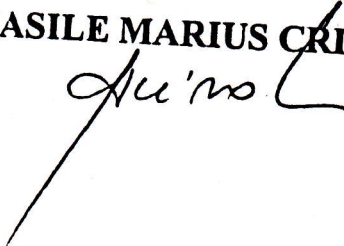
Anyway, we think it would be useful to solve this issue, if the identification data of those weapons (series and year of manufacture) used in the event that resulted in the death of those involved would be sent to us.

This would be helpful to verify that the weapon in question was produced or not by N.C. ROMARM SA, and if the answer will be positive, we could identify the buyer of the weapons.

Given the above, we assure you of our full support to solve this case.

GENERAL MANAGER

VASILE MARIUS CRISAN



**DISTRICT OF COLUMBIA SUPERIOR COURT
CIVIL DIVISION
JUDGE TODD E. EDELMAN**

EXHIBIT D

Romania

an excerpt from "Romanian Weapons Modified in the U.S. Become Subjects of Mexican Drug War," The Center for Public Integrity's February 2011 report.

The manufacturer and exporter of the WASR-10 -- Fabrica de Arme Cugir -- is located in the town of Cugir, in a region long famous for its iron resources. Over the years, factories in the area have turned out everything from washing machines and sewing machines to military components.

In the 1980s, Romania was one of the world's largest arms exporters, supplying weapons to member countries of the Soviet-led Warsaw Pact and U. Arab nations. Today, Fabrica de Arme Cugir is part of the state-owned arms and ammunition firm, Romarm SA, and the conglomerate's only unit to focus principally on rifles and handguns.

its primary American customer: Century International Arms.

But "disposable gear" may back," even predating the fall of dictator Nicolae Ceausescu, a former Century manager says.

When the U.S. eased restrictions on imports from Eastern Europe in the mid-1990s, the relationship expanded. Romarm says it signed its first contract with Century in 1997.

The weapon that became the WASR-10 was built for the U.S. market with an eye toward the limits U.S. law placed on imports. Romarm says the rifles are produced with a fixed 10-shot magazine to comply with the U.S. import law. "The subsequent modification is the owners' problem," Romarm said.

An *American Rifleman* article described the modification process: After arriving in the U.S., the rifles are disassembled, and six U.S.-made parts, including a trigger, hammer and gas piston, are added. (That trims the number of foreign parts so the gun can be considered American-made, and not subject to the sporting purposes test.) The magazine wells are machined out to accept a larger "flexible-stack" high-capacity magazine that can hold 30 or more rounds of ammo.

The expansion of the domestic "assault-weapon" ban means U.S.-made guns can have features such as threaded muzzles, folding or collapsing stocks and bayonet lugs. But since the import laws continue to restrict those features, Century threads the muzzles and welds on and machines new bayonet lugs after they have entered the United States.

The rifle also comes with a batch of accessories, including two 36-round magazines, and a bayonet, according to the *American Rifleman* report.

UPDATES

March 22, 2011
GunsRumors Weekly Update: March 22, 2011
News and updates on the rifle and its war on the streets -- part of our ongoing GunsRumors investigation. [View](#)

March 11, 2011
GunsRumors Weekly Update: March 9-11, 2011
A weekly roundup of news on Mexico's drug war in the streets -- part of our ongoing GunsRumors investigation. [View](#)

March 08, 2011
The Murder of An ICE Agent
Isma Tapia was the first U.S. law enforcement agent killed in Mexico in 14 years. And now there's a story to be told about the gun that helped slay him. [View](#)



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GUNRUNNERS

Investigating the saga of the WASR-10, an AK-47 knockoff and weapon of choice for Mexico's cartels. A Web-exclusive report.

INVESTIGATIVE
Reporting Workshop



PUBLIC INTEGRITY

Home

THE TRAIL

Romania Georgia, VT Phoenix, AZ Mexico

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Guns & Politics

Romania

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Romania

An excerpt from "Romanian Weapons Modified in the U.S. Become Scourge of Mexican Drug War," The Center for Public Integrity's February 2011 report.



Official logo of Romarm SA

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The relationship goes "way back," even predating the fall of dictator Nicolae Ceausescu, a former Century manager says.

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UPDATES



March 22, 2011
Gunrunners
Weekly Update:
March 22, 2011
News and updates on
Mexico and its war on
the cartels -- part of our ongoing
Gunrunners investigation. [More »](#)



March 11, 2011
Gunrunners
Weekly Update:
March 5-11, 2011
A weekly roundup of
news on Mexico and its
war on the cartels -- part of our
ongoing "Gunrunners" investigation. [More »](#)



March 05, 2011
The Murder of An
ICE Agent
Jaime Zapata was the
first U.S. law
enforcement agent
killed in Mexico in 25
years. And now there's a story to be
told about the gun that helped slay
him... [More »](#)

2

J&G Sales -- a top online dealer based in Prescott, Ariz. -- sells a Romanian WASR-10 with a 30-round magazine for \$409.95, with a discount for multiple purchases. On its website the retailer lists almost a dozen iterations of semi-automatic AK-47s -- all Century products.

Rifle imports from Romania to the United States have more than doubled since the domestic assault ban expired in 2004 -- from 37,239 in 2004, to 82,312 in 2009, according to data from the Commerce Department and International Trade Commission.

COMMENTS

Comments for this page are closed.

Showing 2 comments

Sort by popular now



Jim Dodd

What were the make and model of the grenades used? The cartels are not buying those via straw purchasers in the US. Which begs the question of where they come from, those and the other military only weapons the cartels are using.



Ken M. Beach

It's interesting to picture the circle of funds: the Mexican cartels sell cocaine, heroin, and marijuana to the U.S., and Europe; while Romania sells weapons to buyers in the U.S.; the buyers use distributors to sell weapons to the Drug cartels. I almost find it hard to believe that Century would be clueless as to the source of all their revenues for an assault rifle.

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their ten-year relationship. Certain of the agreements contain dispute resolution provisions, requiring Romarm/FAC and Century to participate in arbitration in Paris under international rules. Century and M-M are not parties to any such agreement.

EXHIBIT E

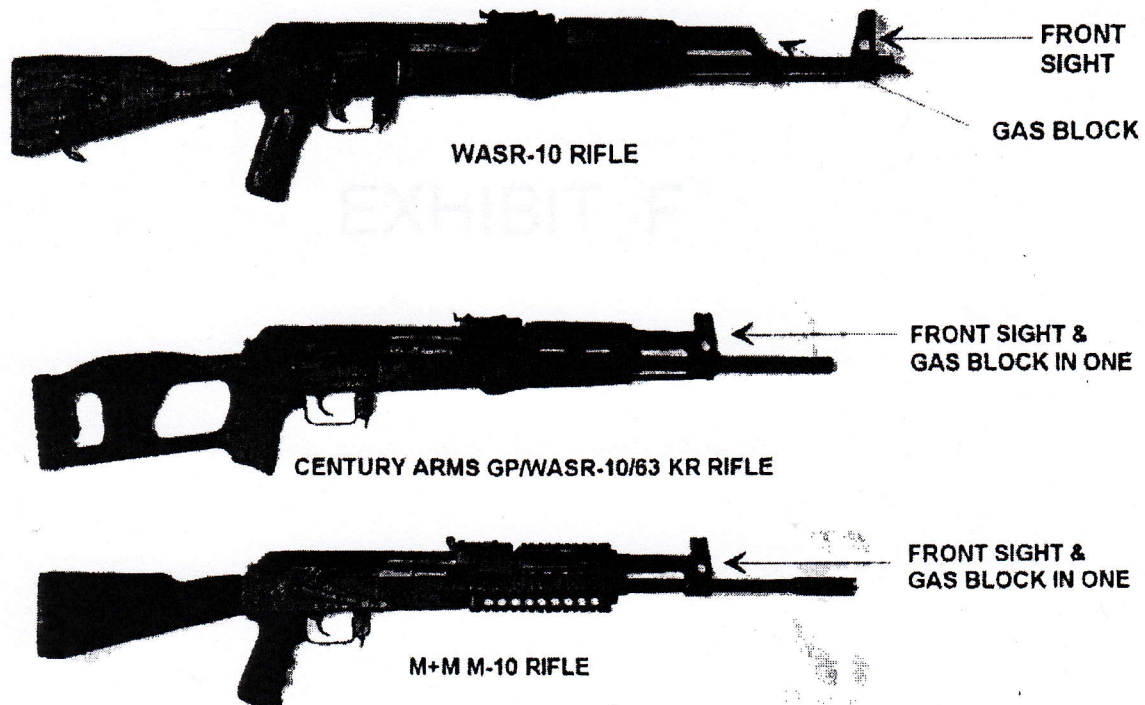
11. Century and Romarm/FAC are bound by a contract numbered C2.5866 and dated March 22, 2011 (the "2011 Contract"). The 2011 Contract sets forth the rights and obligations of Century, Romarm, and FAC. Specifically, it requires FAC as manufacturer, and Romarm as seller, to supply Century with a certain number of firearms each month. In exchange, Century agreed to pay Romarm, on average, a minimum of \$1.35 million per quarter, and a minimum of \$350,000 per month. Century has, thus far, fulfilled its obligations under the 2011 Contract (and all previous contracts). Romarm/FAC, however, has failed to deliver the required quantity of firearms to Century under the 2011 Contract.

12. Romarm/FAC and Century also agreed to develop new products together to sell in the United States. M-M, however, is interfering, usurping these products and expediting for itself. For example, Romarm produces a WASR-10 Rifle, which is in the AR family of rifle. Century designed and owns a modification of the WASR-10 Rifle called the OP/WASR-1063 ER Rifle, which complies with United States' firearms laws and is manufactured exclusively by Romarm/FAC. One of the stylized modifications made by Century was to merge the front sight and gas block mechanism, shifting the front sight to the middle of the barrel. M-M is currently selling in the United States an "M-19" rifle, which shares this unique modification and - with the exception of a few aftermarket aesthetic changes - is almost identical to the uniquely modified rifle created by Century. The three rifles are shown below:

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12. Romarm/FAC and Century also agreed to develop new products together to sell in the United States. M+M, however, is interfering; usurping these products and opportunities for itself. For example, Romarm produces a WASR-10 Rifle, which is in the AK family of rifles. Century designed and owns a modification of the WASR-10 Rifle called the GP/WASR-10/63 KR Rifle, which complies with United States' firearms laws and is manufactured exclusively by Romarm/FAC. One of the stylistic modifications made by Century was to merge the front sight and gas block mechanism, shifting the front sight to the middle of the barrel. M+M is currently selling in the United States an "M-10" rifle, which shares this unique modification and – with the exception of a few aftermarket aesthetic changes – is almost identical to the uniquely modified rifle created by Century. The three rifles are shown below:



13. In addition to the 2011 Contract, Century Arms, Inc. and Romarm/FAC entered into a Business Promotion and Protection Agreement (the "BPPA") on March 23, 2010, which operates like an exclusivity contract. Under the BPPA, the parties agreed to be loyal to each other and work together to promote the sale of Romanian firearms and accessories in the United States.

14. Specifically, the BPPA prohibits Romarm/FAC from selling the items covered by the agreement to other companies who would distribute them in the United States.

15. However, at least part of the reason Romarm/FAC is not satisfying the 2011 Contract's requirements is that it is violating the BPPA by selling firearms to M+M.

16. On information and belief, Romarm/FAC has already supplied M+M with 12,405 firearms and accessories in the last eighteen months and has agreed to supply M+M with an

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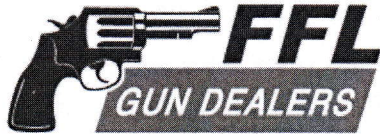
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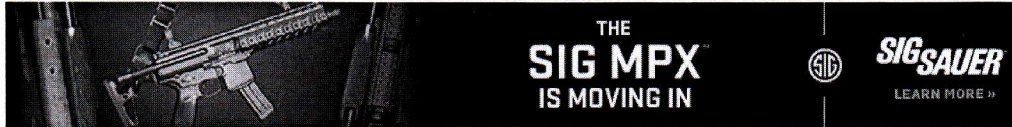
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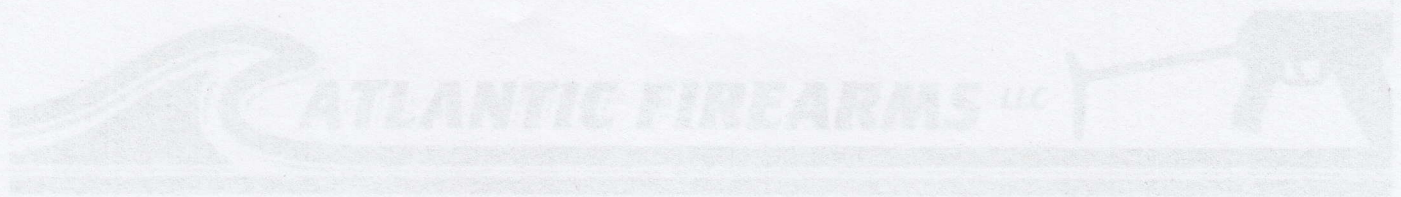
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Price: \$625.00



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Manufacturer: Century Arms

Description:

CAI AK 47 WASR 10 7.62x39mm semi auto rifle. These are a great Economical NEW imported rifles from Romania . Features 16 inch chrome lined barrel with removable flash hider / brake, side mount scope rail, and a nice quality wood stock set. Comes with 2- 30 round mags (Mag Type/style might Vary). If you are looking for a great starter AK at great price this is the rifle for you. They are imported



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Price: \$625.00

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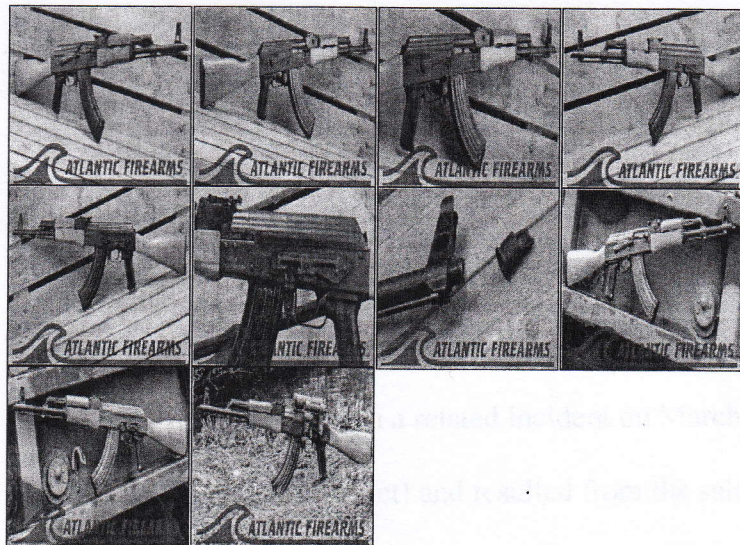
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Manufacturer: Century Arms



Description

CAI AK 47 WASR 10 7.62x39mm semi auto rifle, These are a great Economical NEW imported rifles from Romania . Features 16 inch chrome lined barrel with removable flash hider / brake, side mount scope rail, and a nice quality wood stock set. Comes with 2- 30 round mags (Mag Type/style might Vary). If you are looking for a great starter AK at great price this is the rifle for you. They are imported